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**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING  
REJECTION OVER A PRIOR PATENT**

Docket No. EPI3007D  
(formerly TSP 184.2CON-3)

In the application of: Hein et al.  
Serial No.: 09/512,568  
Filed: February 24, 2000  
For: TRANSGENIC PLANTS EXPRESSING ASSEMBLED SECRETORY ANTIBODIES

The owner, The Scripps Research Institute, of 100% percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173 as shortened by any terminal disclaimer of prior U.S. Patent No. 5,639,947. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successor or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to grant.

Check either box 1 or 2 below, if appropriate.

1. ☐ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is attorney or agent of record.

Dated: February 28, 2002

By: Barry Wilson  
Name: Barry S. Wilson  
Registration No.: 39,431

☐ Terminal disclaimer fee of \$110.00 under 37 C.F.R. § 1.20(d) is attached.

☒ The terminal disclaimer fee of \$110.00 was previously paid.

☒ PTO suggested wording for Terminal Disclaimer was:

☒ unchanged ☐ changed (explanation on attached sheet).

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING  
REJECTION OVER A PRIOR PATENT**Docket No. EPI3007D  
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Check either box 1 or 2 below, if appropriate.

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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is attorney or agent of record.

Dated: January 28, 2002

By: Barry S. Wilson

Name: Barry S. Wilson  
Registration No.: 39,431

☐ Terminal disclaimer fee of \$110.00 under 37 C.F.R. § 1.20(d) is attached.

☒ Please charge the terminal disclaimer fee of \$110.00 to Deposit Account 50-0872.

☒ PTO suggested wording for Terminal Disclaimer was:

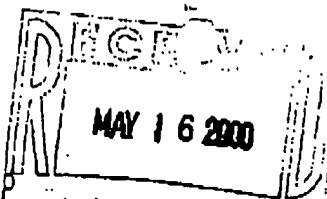
☒ unchanged

☐ changed (explanation on attached sheet).

01/30/2002 GPAYNE 00000001 500872 09512558

04 FC:148

110.00 CH



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MAY 04, 2000

PTAS

THOMAS E. NORTHRUP  
OFFICE OF PATENT COUNSEL  
10550 NORTH TORREY PINES ROAD, TPC-8  
LA JOLLA, CA 92037



\*101272653A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/24/2000

REEL/FRAME: 010590/0528  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
HEIN, MICH B.

DOC DATE: 01/20/2000

ASSIGNOR:  
HIATT, ANDREW

DOC DATE: 01/20/2000

ASSIGNEE:  
SCRIPPS RESEARCH INSTITUTE, THE  
10550 NORTH TORREY PINES ROAD  
LA JOLLA, CALIFORNIA 92037

SERIAL NUMBER: 08642406  
PATENT NUMBER: 5959177

FILING DATE: 05/03/1996  
ISSUE DATE: 09/28/1999

MARCUS KIRK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

FORM PTO-1585 (Rev. 6-93) CMB No. 0851-0011 (exp. 4/94)	184.2 EPI0006P	<b>RECORDED</b> <b>P.</b>	02-23-2000 	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Tab settings □ □ □ ▼ To the Honorable Commissioner of Patents and T...			101272653	nal documents or copy thereof.
1. Name of conveying party(ies) <u>Mich B. Hein</u> <u>Andrew Hiatt</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>THE SCRIPPS RESEARCH INSTITUTE</u> Internal Address: <u>10550 North Torrey Pines Road, La Jolla, California 92037</u> Street Address: <u>10550 North Torrey Pines Road</u> City: <u>La Jolla</u> State: <u>CA</u> ZIP: <u>92037</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 20, 2000</u>				
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>08/642,406</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Thomas E. Northrup</u> Internal Address: <u>Office of Patent Counsel</u> <u>10550 North Torrey Pines Road, TPC-8,</u> <u>La Jolla, California 92037</u> Street Address: <u>10550 North Torrey Pines Road, TPC-8</u> City: <u>La Jolla</u> State: <u>CA</u> ZIP: <u>92037</u>		6. Total number of applications and patents involved: <span style="border: 1px solid black; padding: 2px;"><u>1</u></span> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-0962</u> (Attach duplicate copy of this page if paying by deposit account)		
02/22/2000 DMGUYEN 00000206 08642406 01 FC:581      (40.00 DP)		DO NOT USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Thomas E. Northrup</u> <u>Thomas E. Northrup</u> Name of Person Signing                                  Signature <div style="float: right; text-align: right;">           January 21, 2000            Dat         </div> <div style="clear: both;"></div> <div style="text-align: center; margin-top: 10px;">             Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;"><u>2</u></span> </div>				

Mail documents to be presented with...

ASSIGNMENT

Serial No. 08/642,406

Filed May 3, 1996

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in TRANSGENIC PLANTS EXPRESSING ASSEMBLED SECRETORY ANTIBODIES and in the application for Letters Patent of the United States therefor, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to THE SCRIPPS RESEARCH INSTITUTE, A California Corporation, and the heirs, successors, legal representatives and assigns of THE SCRIPPS RESEARCH INSTITUTE (herein collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for said considerations it is further agreed by the undersigned, upon request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becomes involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, on such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this Assignment and sale had not been made. And for said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Mich B. Hein (Seal)  
Mich B. Hein

Andrew Hiatt (Seal)  
Andrew Hiatt

State of California  
County of San Diego

on January 20, 2000 before me, Deborah Renee Demello  
Hiatt, personally appeared Mich B. Hein and Andrew

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



JAN. 28. 2002 7:17PM

85 2-6773 FOLEY AND LARDNER

NO. 0757 P. 47

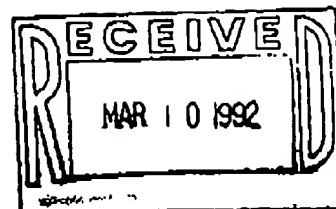


SCRF 184.1  
SCA 0319P  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 02/05/92

TO:

THE SCRIPPS RESEARCH INSTITUTE  
OFFICE OF PATENT COUNSEL  
10666 N. TORREY PINES RD.  
MAIL DROP TPC 8  
LA JOLLA, CA 92037



UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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ASSIGNOR:

HIATT, ANDREW C.

DOC DATE: 10/31/91

ASSIGNOR:

HEIN, MICH B.

DOC DATE: 10/31/91

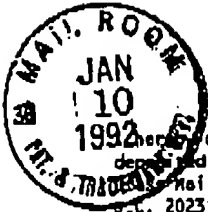
RECORDATION DATE: 01/10/92 NUMBER OF PAGES 002 REEL/FRAME 5967/0324

DIGEST :ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

SCRIPPS RESEARCH INSTITUTE, THE  
A CORPORATION OF CA

SERIAL NUMBER 7-591823 FILING DATE 10/02/90  
PATENT NUMBER ISSUE DATE 00/00/00



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## CERTIFICATE OF MAILING

hereby certify that this RECORDAL OF ASSIGNMENT and the documents referred to as enclosed therein are being deposited with the United States Postal Service on the date indicated below with sufficient postage as First Class Mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date written below.

Thomas Fitting  
Thomas Fitting, Reg. No. 34,163

January 7, 1992  
Date of Deposit

Applicant: Hiatt et al.

Serial No.: 07/591,823

Filed: October 2, 1990

For: COMPOSITIONS CONTAINING  
GLYCOPEPTIDE MULTIMERS AND  
THEIR USE

Group Art Unit: 186

Examiner: R. Budens

Our Ref. No. 3319P  
San Diego, California  
January 7, 1992

RECORDAL OF ASSIGNMENT UNDER 37 CFR §1.331

Honorable Commissioner of  
Patents and Trademarks  
Washington, D.C. 20231

Sir:

Kindly record the enclosed Assignment for the above-identified patent application. When the recordal has been effected, please return the original Assignment document to the undersigned.

Enclosed is Check No. 179 in the amount of \$40.00 to cover the fees associated with recordal of Assignment according to 37 CFR §1.21(h).

Please charge any additional fee concerning this matter to our Deposit Account No. 19-0962.

Respectfully submitted,

By Thomas Fitting  
Thomas Fitting, Reg. No. 34,163

THE SCRIPPS RESEARCH INSTITUTE  
10666 North Torrey Pines Road  
Mail Drop TPC 8  
La Jolla, California 92037  
(619) 554-2937

050 LP 01/16/92 07591823

A/C:\DA\SCR319AS.REC/AF

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1 581 40.00 CK

## ASSIGNMENT

Serial No. 07/591,823Filed October 2, 1990

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in COMPOSITIONS CONTAINING GLYCOPEPTIDE MULTIMERS AND THEIR USE

and in the application for Letters Patent of the United States therefor, and in any reissue or extension of any letters Patent that may be granted upon said application are hereby assigned by the undersigned to THE SCRIPPS RESEARCH INSTITUTE,

A California Corporation

, and the heirs, successors, legal representatives and assigns of THE SCRIPPS RESEARCH INSTITUTE (herein collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

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RECORDED  
PATENT AND TRADEMARK  
OFFICE

JAN 10 1992

Andrew C. Hatt (Seal)  
Andrew C. Hatt

Mich B. Hein (Seal)  
Mich B. Hein

State of California  
County of San Diego

On this 31st day of October, in the year 1991, before me, a Notary Public in and for the State and County aforesaid, personally appeared Andrew C. Hatt and Mich B. Hein

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names are subscribed to this instrument, and acknowledged that they executed it.

